

EXHIBIT 12

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

8 WILLIAM MCNAE and RONDA MCNAE,)
9 Plaintiffs,) Case No. 2:24-cv-00211-TL
10 v.) DEFENDANT'S FIRST SET OF
11 ARAG INSURANCE COMPANY,) INTERROGATORIES AND
12 Defendant.) REQUESTS FOR PRODUCTION TO
13) PLAINTIFF RONDA MCNAE
14)
15 **DEFENDANT'S FIRST SET OF INTERROGATORIES AND**
REQUESTS FOR PRODUCTION TO PLAINTIFF RONDA MCNAE
16 **INSTRUCTIONS**
17
18 In accordance with Fed. R. Civ. P. 26 and 33, please answer the following
19 interrogatories fully and separately under oath no later than 30 days from the date of service of
20 this request.
21
22 In accordance with Fed. R. Civ. P. 26 and 34, please answer the following requests for
23 production fully and separately and produce the documents designated for inspection and
24 copying at the office of Jensen Morse Baker PLLC at a mutually agreed time no later than 30
days from the date of service of this request. Pursuant to Fed. R. Civ. P. 34(b)(1)(C), please
produce all electronically stored information in native format.

1 When referring to a person, “to identify” means to give, to the extent known, the
 2 person’s full name, present or last known address, and when referring to a natural person,
 3 additionally, the present or last known place of employment.

4 When referring to documents, “to identify” means to give, to the extent known, the (i)
 5 type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s),
 6 addressee(s) and recipient(s). In the alternative, you may produce the documents, together with
 7 identifying information sufficient to satisfy Fed. R. Civ. P. 33(d).

8 The terms “all,” “any,” and “each” must each be construed as encompassing any and
 9 all. The connectives “and” and “or” must be construed either disjunctively or conjunctively as
 10 necessary to bring within the scope of the discovery request all responses that might otherwise
 11 be construed to be outside of its scope. The use of the singular form of any word includes the
 12 plural and vice versa.

13 **THESE DISCOVERY REQUESTS ARE CONTINUING IN NATURE AND YOU**
 14 **ARE REQUESTED TO SUPPLEMENT ALL RESPONSIVE INFORMATION AND**
 15 **DOCUMENTS LATER FOUND OR OBTAINED THAT ALTER OR AUGMENT THE**
 16 **RESPONSES NOW GIVEN.**

17 **CLAIMS OF PRIVILEGE OR PROTECTION**

18 If you invoke or rely upon privilege of any kind, state specifically the nature of the
 19 privilege and the factual and legal basis upon which you assert it. Additionally, if you assert
 20 privilege of any kind or work product protection with respect to any document requested,
 21 identify such document in your written response, giving the following information: (a) nature
 22 of privilege or protection invoked; (b) date of document; (c) author of document; (d) addressee
 23 of document; (e) nature of document, such as memorandum, letter, etc.; (f) all persons who
 24 have received a copy of the document; and (g) the general subject matter of the document.

DEFINITIONS

As used in these discovery requests, the terms listed below are defined as follows:

“Alaina Fotiu-Wojtowicz” means attorney Alaina Fotiu-Wojtowicz and the law firm Brodsky Fotiu-Wojtowicz, PLLC.

“ARAG” means ARAG Insurance Company.

“Communication” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise), whether orally, visually, or in writing and any evidence of such, including, without limitation, any conversation, discussion, or other exchange of information whether in person or by means of letter, e-mail, fax, telephone, notes or logs of telephone conversations, daily calendars, diaries, memoranda, or any other medium, including electronic audio and/or video device.

“Concerning,” “relating to,” “referring to,” “describing,” “evidencing,” and “constituting” each shall include the meaning(s) ascribed to any of the other listed terms.

“Confidential Settlement Agreement” means that certain Confidential Settlement Agreement dated June 15, 2020 by and among Michael Fitzgerald, Ronda McNae, and William “Will” McNae.

“Document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

“ERISA” means the Employee Retirement Income Security Act of 1974 as amended (29 U.S.C. §§ 1001 *et seq.*).

“Federal Court Action” means the lawsuit captioned *Michael Fitzgerald v. Ronda McNae et al.*, No. 1:22-cv-22171-JEM, U.S. District Court for the Southern District of Florida.

1 “Medical Records” means all files, notes, charts, notations, and records, including
 2 without limitation any reports of diagnosis, prognosis, or causation, pertaining to the diagnosis,
 3 observation, or treatment of Ronda McNae by any physician or other licensed medical or
 4 psychological provider for any actual, alleged, or possible condition, ailment, or symptom in
 5 connection with which Ronda McNae intends to seek damages from ARAG in connection with
 6 this litigation.

7 “Michael Fitzgerald” means the natural person who is Plaintiff in the Federal Court
 8 Action.

9 “Microsoft” means Microsoft Corporation and the Microsoft Corporation Welfare Plan.

10 “Microsoft Policy” means Policy 10377 issued by ARAG to Policyholder Microsoft
 11 Corporation and produced in this litigation as ARAG002542-ARAG002668.

12 “Richard Gomez” means attorney Richard Gomez and the law firm Law Offices of
 13 Gomez & Gomez.

14 “Stephanie Casey” means attorney Stephanie Casey and the law firm Colson Hicks
 15 Eidson.

16 “Underlying Litigation” means (a) the Federal Court Action and/or (b) the lawsuit
 17 captioned *Michael Fitzgerald v. William McNae*, Case No. 2023-025855-CA-01, Circuit Court
 18 of the 11th Judicial Circuit for Miami-Dade County, Florida.

19 “You” and “your” refer to Ronda McNae.

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INTERROGATORIES

INTERROGATORY NO. 1: Please identify any communication, aside from an ARAG policy or ARAG certificate, that you allege defines or affects the existence or scope of your rights under any ARAG policy or ARAG certificate.

RESPONSE:

INTERROGATORY NO. 2: Please identify by date, participants, and contents any communication that you allege affected your decision to obtain coverage under any ARAG policy or ARAG certificate.

RESPONSE:

INTERROGATORY NO. 3: Do you have any criticism(s) of Alaina Fotiu-Wojtowicz's handling of the Federal Court Action? If so, please: (a) identify the criticism; (b) state its full factual basis; (c) identify the date when it arose; (d) identify any injury sustained or feared as a result of the conduct that is the subject of the criticism; (e) state whether the conduct that is the subject of the criticism has been rectified; and (f) identify any communications addressing the conduct that is the subject of the criticism.

RESPONSE:

INTERROGATORY NO. 4: Do you have any criticism(s) of Richard Gomez's handling of the Underlying Litigation? If so, please: (a) identify the criticism; (b) state its full factual basis; (c) identify the date when it arose; (d) identify any injury sustained or feared as a result of the conduct that is the subject of the criticism; (e) state whether the conduct that is the

1 subject of the criticism has been rectified; and (f) identify any communications addressing the
2 conduct that is the subject of the criticism.

3 **RESPONSE:**

4

5 **INTERROGATORY NO. 5:** Please identify any person, including any attorney, who
6 participated in the drafting or review of any court filing in the Underlying Litigation that you
7 submitted as a pro se filing and describe each such person's participation.

8 **RESPONSE:**

9

10 **INTERROGATORY NO. 6:** Please identify any efforts you made, any challenges you
11 encountered, and any communications in which you (or your spouse) participated to obtain
12 defense counsel to represent you or your spouse in the Underlying Litigation, including without
13 limitation during the periods (a) in or around July 2022 and August 2022; (b) in or around
14 December 2022 and January 2023; and (c) on or after November 20, 2023.

15 **RESPONSE:**

16

17 **INTERROGATORY NO. 7:** Please identify and describe each attribute of Alaina
18 Fotiu-Wojtowicz that caused you to retain her.

19 **RESPONSE:**

20

21 **INTERROGATORY NO. 8:** Please identify and describe each attribute of Richard
22 Gomez that caused you to retain him, and state the date on which you did so.

23 **RESPONSE:**

1 **INTERROGATORY NO. 9:** For all damages (including without limitation
2 consequential or noneconomic damages) and injunctive relief to which you contend you are
3 legally entitled and/or which you intend to seek in this litigation, please describe the damages
4 or injunctive relief, state the full factual basis for your entitlement to them, and in the case of
5 damages state all facts relevant to their valuation or quantification.

6 **RESPONSE:**

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8 **INTERROGATORY NO. 10:** If you contend you are legally entitled to emotional
9 distress damages and/or intend to seek the same in this litigation, please describe the nature and
10 severity of any emotional distress or mental health concern within the past ten years, including
11 the time periods during which you experienced it, its causes, its effects, its treatment, and its
12 current status.

13 **RESPONSE:**

14

15 **INTERROGATORY NO. 11:** Please identify with specificity each provision of the
16 Unfair Claim Settlement Practices Regulation (*see Am. Compl. ¶ 82*) that you contend ARAG
17 violated and the full factual basis supporting each such contention.

18 **RESPONSE:**

19

20 **INTERROGATORY NO. 12:** Please state the full factual basis for your allegation that
21 ARAG's conduct was unreasonable and in bad faith (*see Am. Compl. ¶ 74*), including without
22 limitation identifying with specificity each instance of such alleged conduct.

23 **RESPONSE:**

1 **INTERROGATORY NO. 13:** Please identify with specificity each claim for coverage
 2 or payment of benefits that you allege ARAG to have denied and, for each, state the full factual
 3 basis for your allegation that such alleged denial was unreasonable (*see* Am. Compl. ¶ 99).

4 **RESPONSE:**

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 6 **INTERROGATORY NO. 14:** Please state your assets, indebtedness, monthly income,
 7 monthly expenses, and ability to access credit as of November 20, 2023, including the manner
 8 in which you have determined each.

9 **RESPONSE:**

10
 11 **INTERROGATORY NO. 15:** Please identify all adverse effects that you contend
 12 ARAG's alleged conduct had on your prosecution or defense of the Underlying Litigation and,
 13 for each, please state the full factual basis and the extent to which any such adverse effect has
 14 not been fully ameliorated by the retention of Richard Gomez and ARAG's payment for the
 15 same.

16 **RESPONSE:**

17
 18 **INTERROGATORY NO. 16:** If you contend that the Microsoft Policy or any claim
 19 that is the subject of this litigation is not governed by ERISA, please state all facts and identify
 20 all documents relied upon in support of that contention.

21 **RESPONSE:**

22
 23 **INTERROGATORY NO. 17:** Please identify and describe the actions Microsoft took
 24 with respect to the coverage made available through ARAG, including without limitation

1 encouraging enrollment, holding or promoting informational sessions, distributing or making
2 available literature or information, making requests concerning plan design, including ARAG
3 coverage as part of the Microsoft benefits open enrollment process, and in any other respect
4 endorsing the ARAG coverage.

5 **RESPONSE:**

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7 **INTERROGATORY NO. 18:** Please state all reasons you entered the Confidential
8 Settlement Agreement and explain whether you intended to abide by the terms of said
9 agreement when you entered it.

10 **RESPONSE:**

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12 **INTERROGATORY NO. 19:** For each instance in which you have sought advice
13 concerning the enforceability of the Confidential Settlement Agreement, please: (a) identify
14 from whom the advice was sought; (b) state the approximate date of the request; (c) summarize
15 the advice received; and (d) state the approximate date of its receipt.

16 **RESPONSE:**

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18 **INTERROGATORY NO. 20:** Is there any insurance agreement under which a person
19 carrying on an insurance business may be, or may previously have been, (1) obligated to defend
20 against the Underlying Litigation or any portion thereof and/or (2) liable to satisfy part or all of
21 a judgment which may be entered in the Underlying Litigation or to indemnify or reimburse for
22 payments made to satisfy such judgment? For each such insurance agreement, please: (a)
23 identify the insurance agreement by carrier, policy type, policy number, and policy period; (b)
24 state the submission date of any claim relating to the Underlying Litigation; (c) state the status

1 or disposition of each such claim; and (d) identify any communications concerning each such
2 claim.

3 **RESPONSE:**

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5 **INTERROGATORY NO. 21:** Please identify and describe by date, participants, and
6 contents any communication in which you have (or your spouse has) made false or misleading
7 statements to, about, or related to Michael Fitzgerald.

8 **RESPONSE:**

9

10 **REQUESTS FOR PRODUCTION**

11 **REQUEST FOR PRODUCTION NO. 1:** Please produce all documents (or all
12 documents within the categories of documents) identified in your initial disclosures.

13 **RESPONSE:**

14

15 **REQUEST FOR PRODUCTION NO. 2:** Please produce all communications about
16 ARAG between you (or your representatives, including counsel) and any other person.

17 **RESPONSE:**

18

19 **REQUEST FOR PRODUCTION NO. 3:** Please produce all communications between
20 you (or your spouse) and ARAG relating to the Underlying Litigation.

21 **RESPONSE:**

1 **REQUEST FOR PRODUCTION NO. 4:** Please produce all communications between
2 ARAG and any representatives (including counsel) of you or your spouse relating to the
3 Underlying Litigation.

4 **RESPONSE:**

5

6 **REQUEST FOR PRODUCTION NO. 5:** Please produce all communications relating
7 to ARAG between Microsoft (or its representatives, including counsel) and you, your spouse,
8 or your respective representatives (including counsel).

9 **RESPONSE:**

10

11 **REQUEST FOR PRODUCTION NO. 6:** Please produce any material you have
12 posted on social media sites relating to Michael Fitzgerald and your allegations against him.

13 **RESPONSE:**

14

15 **REQUEST FOR PRODUCTION NO. 7:** Please produce all documents relating to
16 your efforts, in or around July 2022 and August 2022, to obtain defense counsel to represent
17 you in the Federal Court Action, including without limitation correspondence with ARAG,
18 ARAG network attorneys, and Alaina Fotiu-Wojtowicz.

19 **RESPONSE:**

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21 **REQUEST FOR PRODUCTION NO. 8:** Please produce all documents relating to
22 your efforts, in or around December 2022 and January 2023, to obtain defense counsel to

1 represent your spouse in the Federal Court Action, including without limitation correspondence
2 with ARAG, ARAG network attorneys, Alaina Fotiu-Wojtowicz, and Stephanie Casey.

3 **RESPONSE:**

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5 **REQUEST FOR PRODUCTION NO. 9:** Please produce all documents relating to
6 your efforts, on or after November 20, 2023, to obtain defense counsel to represent you or your
7 spouse in the Underlying Litigation, including without limitation correspondence with ARAG,
8 Richard Gomez, other ARAG network attorneys, Alaina Fotiu-Wojtowicz, and Stephanie
9 Casey.

10 **RESPONSE:**

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12 **REQUEST FOR PRODUCTION NO. 10:** Please produce any retainer agreement
13 entered with Richard Gomez, any invoices received from Richard Gomez, and any payments
14 made to Richard Gomez in connection with the Underlying Litigation.

15 **RESPONSE:**

16

17 **REQUEST FOR PRODUCTION NO. 11:** For all damages (including without
18 limitation consequential or noneconomic damages) to which you contend you are legally
19 entitled and/or which you intend to seek in this litigation, please produce all documents relating
20 to or supporting the asserted damages and all documents relevant to their valuation or
21 quantification.

22 **RESPONSE:**

1 **REQUEST FOR PRODUCTION NO. 12:** If you contend you are legally entitled to
2 emotional distress damages and/or intend to seek the same in this litigation, please produce all
3 documents evidencing the existence and severity of any emotional distress or mental health
4 concern within the past ten years, including the time periods during which you experienced it,
5 its causes, its effects, its treatment, and its current status.

6 **RESPONSE:**

7

8 **REQUEST FOR PRODUCTION NO. 13:** If you contend you are legally entitled to
9 emotional distress damages and/or intend to seek the same in this litigation, please produce all
10 Medical Records concerning the existence and severity of any emotional distress or mental
11 health concern within the past ten years, including the time periods during which you
12 experienced it, its causes, its effects, its treatment, and its current status.

13 **RESPONSE:**

14

15 **REQUEST FOR PRODUCTION NO. 14:** Please produce documents sufficient to
16 establish the amount of your assets, indebtedness, monthly income, monthly expenses, and
17 ability to access credit as of November 20, 2023.

18 **RESPONSE:**

19

20 **REQUEST FOR PRODUCTION NO. 15:** Please produce all documents relating to
21 ARAG that you (or your representative, including counsel) sent to or received from Microsoft.

22 **RESPONSE:**

1 **REQUEST FOR PRODUCTION NO. 16:** Please produce all documents relating to
2 the open enrollment process at Microsoft and your participation in it.

3 **RESPONSE:**

4

5 **REQUEST FOR PRODUCTION NO. 17:** Please produce all documents probative of
6 whether ERISA governs any ARAG policy or certificate, or any claim for coverage submitted
7 to ARAG, that is the subject of this litigation.

8 **RESPONSE:**

9

10 **REQUEST FOR PRODUCTION NO. 18:** Please produce all communications
11 concerning the Confidential Settlement Agreement, including without limitation its negotiation.

12 **RESPONSE:**

13

14 **REQUEST FOR PRODUCTION NO. 19:** Please produce all copies of ARAG
15 policies and ARAG certificates.

16 **RESPONSE:**

17

18 **REQUEST FOR PRODUCTION NO. 20:** Please produce all documents, including
19 any advertisement or informational pamphlet or leaflet, that you allege affected your decision
20 to obtain coverage under any ARAG policy or ARAG certificate.

21 **RESPONSE:**

1 **REQUEST FOR PRODUCTION NO. 21:** Please produce all documents, aside from
2 an ARAG policy or ARAG certificate, that you allege define or affect the existence or scope of
3 your rights under any ARAG policy or ARAG certificate.

4 **RESPONSE:**

5

6 **REQUEST FOR PRODUCTION NO. 22:** Please produce all documents relating to
7 any alleged prejudice to your defense or prosecution of the Underlying Litigation that you allege
8 to have been caused, in whole or in part, by any alleged action of ARAG.

9 **RESPONSE:**

10

11 **REQUEST FOR PRODUCTION NO. 23:** Please produce all written discovery
12 requests and responses exchanged in the Underlying Litigation, including without limitation
13 requests for production, requests for admission, interrogatories, and responses thereto.

14 **RESPONSE:**

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16 **REQUEST FOR PRODUCTION NO. 24:** Please produce all documents produced by
17 any party, or by any subpoenaed non-party, in the Underlying Litigation.

18 **RESPONSE:**

19

20 **REQUEST FOR PRODUCTION NO. 25:** Please produce all transcripts of
21 depositions taken in the Underlying Litigation, together with copies of all exhibits thereto.

22 **RESPONSE:**

1 **REQUEST FOR PRODUCTION NO. 26:** Please produce all expert reports in the
2 Underlying Litigation, together with copies of any exhibits or other annexed materials.

3 **RESPONSE:**

4

5 **REQUEST FOR PRODUCTION NO. 27:** Please produce all materials submitted on
6 your behalf to mediator Sarah Clasby Engel (or her office) in connection with the Federal Court
7 Action.

8 **RESPONSE:**

9

10 **REQUEST FOR PRODUCTION NO. 28:** Please produce any mediation report(s) or
11 recommendation(s) prepared by Sarah Clasby Engel in connection with the Federal Court
12 Action.

13 **RESPONSE:**

14

15 **REQUEST FOR PRODUCTION NO. 29:** Please produce all trial transcripts, trial
16 exhibits, and other materials submitted to or received from the Court or opposing counsel in
17 connection with any trial or appeal of the Underlying Litigation.

18 **RESPONSE:**

19

20 **REQUEST FOR PRODUCTION NO. 30:** Please produce any insurance agreement
21 under which a person carrying on an insurance business may be, or may previously have been,
22 (a) obligated to defend against the Underlying Litigation or any portion thereof and/or (b) liable

1 to satisfy part or all of a judgment which may be entered in the Underlying Litigation or to
2 indemnify or reimburse for payments made to satisfy such judgment.

3 **RESPONSE:**

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5 **REQUEST FOR PRODUCTION NO. 31:** Please produce all correspondence relating
6 to any claim(s), made in connection with the Underlying Litigation, against any insurance
7 agreement(s) responsive to the preceding request.

8 **RESPONSE:**

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10 **REQUEST FOR PRODUCTION NO. 32:** Please produce all documents concerning
11 any criticism you have (or your spouse has) of Alaina Fotiu-Wojtowicz's handling of the
12 Federal Court Action.

13 **RESPONSE:**

14

15 **REQUEST FOR PRODUCTION NO. 33:** Please produce all documents concerning
16 any criticism you have (or your spouse has) of Stephanie Casey's handling of the Federal Court
17 Action.

18 **RESPONSE:**

19

20 **REQUEST FOR PRODUCTION NO. 34:** Please produce all documents concerning
21 any criticism you have (or your spouse has) of Richard Gomez's handling of the Underlying
22 Litigation.

23 **RESPONSE:**

REQUEST FOR PRODUCTION NO. 35: Please produce all documents you intend to introduce at any trial of this litigation.

RESPONSE:

CERTIFICATION OF RESPONDING PARTY

I, Ronda McNae, declare under penalty of perjury that I have read the foregoing interrogatory answers, know the contents thereof, and believe them to be true and correct.

Dated this ____ day of _____, 2024, at the City of _____,
in the State of _____.

RONDA MCNAE

1 DATED: August 26, 2024, at Seattle, Washington.
2
3

JENSEN MORSE BAKER PLLC

4 By /s/ Benjamin Roesch
5 Gabriel Baker, WSBA No. 28473
6 gabe.baker@jmblawyers.com
7 Benjamin Roesch, WSBA No. 39960
8 benjamin.roesch@jmblawyers.com
9 520 Pike Street, Suite 2375
10 Seattle, Washington 98101

11 Attorneys for Defendant ARAG Insurance
12 Company

13 SQUIRE PATTON BOGGS (US) LLP

14 Michael T. Mullaly (*pro hac vice*)
15 michael.mullaly@squirepb.com
16 2000 Huntington Center
17 41 South High Street
18 Columbus, Ohio 43215

19 Attorneys for Defendant, ARAG Insurance
20 Company

CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury under the laws of the United States of America that, on the 26th day of August, 2024, the document attached hereto was delivered to the below counsel in the manner indicated:

Counsel for Plaintiffs

Isaac Ruiz, WSBA #35237
McKean J. Evans, WSBA #52750
David Fadduol, WSBA #61126
Ruiz & Smart LLP
901 Fifth Avenue, Suite 820
Seattle, WA 98164
iruiz@ruizandsmart.com
mevans@ruizandsmart.com
dfadduol@ruizandsmart.com

- Via CM/ECF
- Via electronic mail
- Via U.S. Mail, postage prepaid
- Via Facsimile
- Via Courier
- Via Overnight delivery

DATED this 26th day of August, 2024, in Columbus, Ohio.

By /s/ Michael T. Mullaly
Michael T. Mullaly